

RECORDATION NO. 19014-Q FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

AUG 09 '05 1-12 PM

SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

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August 9, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Memorandum of Assumption of Lease Agreement, dated as of May 24, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease Agreement being filed with the Board under Recordation Number 19014-D.

The names and addresses of the parties to the enclosed document are:

Lessor: U.S. Bancorp Equipment Finance, Inc.
13010 S.W. 68th Parkway
Portland, Oregon 97223

Assumptor: Agrilance LLC
5500 Cenex Drive
Inner Grove Heights, Minnesota 55077

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August 9, 2005
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A description of the railroad equipment covered by the enclosed document is:

97 railcars within the series NRLX 90001 - NRLX 90104 as more particularly set forth in the equipment schedule attached to the document.

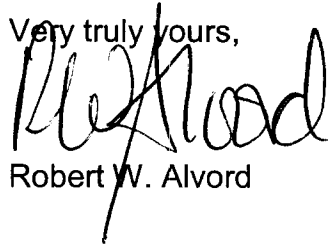
A short summary of the document to appear in the index is:

Memorandum of Assumption of Lease Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. W. Alvord", written over the typed name.

Robert W. Alvord

RWA/anm
Enclosures

AUG 09 '05

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MEMORANDUM OF ASSUMPTION OF LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

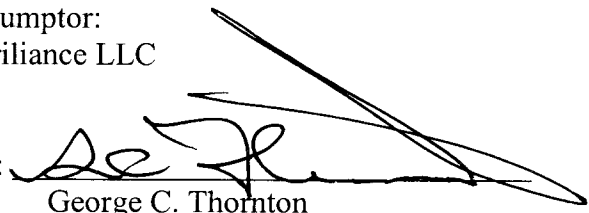
Schedule Number 622159-002-1024561-003

This Memorandum of Assumption of Lease Agreement is made and entered into on March 31, 2005 by and between CHS Inc. "Lessor" and Agrilience LLC ("Assumptor").

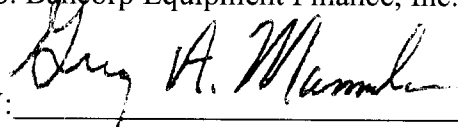
The Assumptor has entered into that certain Assumption of Lease Agreement dated March 31, 2005, whereby the Assumptor has agreed to be added as a Lessee and to assume each and every duty, obligation and liability of CHS Inc. to lease from the Lessor certain property as listed on Exhibit "A" attached hereto, subject to the terms defined in the Schedule 002-1024561-003 dated December 9, 1994. The Schedule to Lease Agreement was recorded on January 17, 1995 with the Interstate Commerce Commission now known as Surface Transportation Board, under Recordation Number 19014-D.

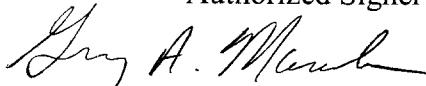
IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed as of the date and year first above written.

Assumptor:
Agrilience LLC

BY: 
George C. Thornton
President/Chief Executive Officer

Lessor:
U.S. Bancorp Equipment Finance, Inc.

BY: 
Authorized Signer

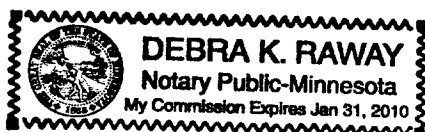


Executed on this 22 day of April, 2005

Executed on this 24th day of MAY, 2005

STATE OF Minnesota)
)ss.
COUNTY OF Washington)

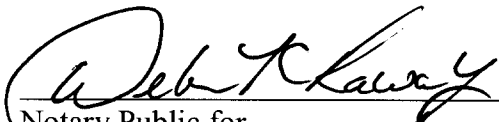
On April 22, 2005 George C. Thornton personally appeared before me, George C. Thornton, who being duly sworn, state that he is the President/Chief Executive Officer of Agrilience LLC acknowledged the foregoing Instrument as voluntary act and deed of the Company by virtue of authority from its Board of Directors.



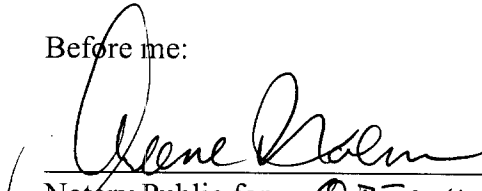
STATE OF OREGON)
)ss.
COUNTY OF Washington)

On 5-24, 2005 Personally appeared before me, Greg Mammula who being duly sworn, stated that he/she is the Sr. VP of the U.S. Bancorp Equipment Finance, Inc., acknowledged the foregoing instrument as voluntary act and deed of the Company by virtue of authority from its Board of Directors.

Before me:


Notary Public for _____
My Commission Expires: Jan 31, 2010

Before me:


Notary Public for OREGON
My Commission Expires: 1-27-2007

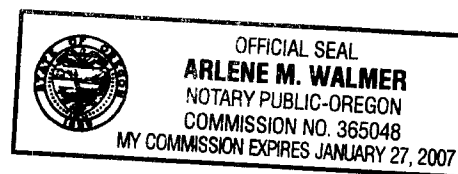


EXHIBIT "A"
TO MEMORANDUM OF ASSUMPTION OF LEASE AGREEMENT

NINETY-SEVEN (97) 4750 CU. FT. COVERED HOPPERS, SERIAL Nos;

NRLX 90001, NRLX 90002, NRLX 90004,
NRLX 90005, NRLX 90006, NRLX 90007,
NRLX 90008, NRLX 90009, NRLX 90010,
NRLX 90011, NRLX 90012, NRLX 90013,
NRLX 90014, NRLX 90015, NRLX 90017,
NRLX 90018, NRLX 90019, NRLX 90020,
NRLX 90021, NRLX 90022, NRLX 90023,
NRLX 90024, NRLX 90025, NRLX 90026,
NRLX 90027, NRLX 90028, NRLX 90029,
NRLX 90030, NRLX 90031, NRLX 90032,
NRLX 90033, NRLX 90034, NRLX 90035,
NRLX 90036, NRLX 90037, NRLX 90038,
NRLX 90039, NRLX 90040, NRLX 90041,
NRLX 90042, NRLX 90044, NRLX 90045,
NRLX 90046, NRLX 90047, NRLX 90048,
NRLX 90050, NRLX 90051, NRLX 90053,
NRLX 90054, NRLX 90055, NRLX 90056,
NRLX 90057, NRLX 90058, NRLX 90059,
NRLX 90060, NRLX 90061, NRLX 90062,
NRLX 90063, NRLX 90064, NRLX 90065,
NRLX 90066, NRLX 90067, NRLX 90068,
NRLX 90069, NRLX 90070, NRLX 90071,
NRLX 90072, NRLX 90073, NRLX 90074,
NRLX 90075, NRLX 90077, NRLX 90078,
NRLX 90080, NRLX 90081, NRLX 90082,
NRLX 90083, NRLX 90084, NRLX 90085,
NRLX 90086, NRLX 90087, NRLX 90088,
NRLX 90089, NRLX 90090, NRLX 90091,
NRLX 90092, NRLX 90093, NRLX 90094,
NRLX 90095, NRLX 90096, NRLX 90097,
NRLX 90098, NRLX 90099, NRLX 90100,
NRLX 90101, NRLX 90102, NRLX 90103,
NRLX 90104;

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.